A SUBSTITUTE RESOLUTION BY TRANSPORTATION COMMITTEE

06-R-2071

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH SIGNATURE FLIGHT SUPPORT CORPORATION FOR FC-6005007899, FIXED BASED OPERATOR SERVICES, AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, ON BEHALF OF THE DEPARTMENT OF AVIATION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") did advertise for FC-6005007899, Fixed Base Operator Services, for servicing general aviation and corporate aircraft at the Hartsfield-Jackson Atlanta International Airport ("Airport"); and

WHEREAS, the Department of Aviation is in need of a fixed base operator ("FBO") to provide services related to general aviation and corporate aircraft, including operating and maintaining four (4) existing FBO buildings, providing aircraft fueling and small freight operations; and

WHEREAS, the Aviation General Manager and the Chief Procurement Officer recommend that the Agreement FC-6005007899, Fixed Base Operator, be awarded to Signature Flight Support Corporation ("Signature Flight"); and

WHEREAS, Signature Flight agrees to handle all general aviation traffic and services at the Airport with a minimum annual revenue guarantee (MAG) of One Million Seven Hundred Thousand Dollars and No Cents (\$1,700,000.00) per year for five (5) years.

WHEREAS, the base term of the contract is five (5) years with three (3), five (5) year renewal options at the sole discretion of the City.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute a Lease Agreement with Signature Flight Support Corporation ("Signature Flight"), for FC-6005007899, for Fixed Base Operator, (attached as "Exhibit A"), at the Hartsfield-Jackson Atlanta International Airport, which will include:

- a. Land Rent: Signature Flight Support shall pay a land rental for approximately 498,087 SF at a rate of \$0.95/SF totaling \$473,183 per annum, which amount shall increase every 2.5 years at the rate of increase of the CPI over the previous 2.5 years, or 4% per annum compounded annually in each instance during the applicable 2.5 year period, whichever is less.
- **b.** Facilities Rental: Signature Flight Support shall pay a facilities rental for approximately 10,205 SF at a rate of \$35/SF totaling \$357,175,

which amount shall increase every 2.5 years at the rate of increase of the CPI over the previous 2.5 years, or 4% per annum compounded annually in each instance during the applicable 2.5 year period, whichever is less.

c. Percentage Rent. The Percentage Rent is 13.27% of the Gross Receipts determined on a monthly basis. Rent to be paid each month under the Agreement will be the higher of one twelfth (1/12) of the Minimum Annual Guarantee or Percentage Rent.

BE IT FURTHER RESOLVED, that the base term of the agreement will be for five (5) years with three (3), five (5) year renewal options at the sole discretion of the City.

BE IT FURTHER RESOLVED, that Signature Flight agrees to provide a minimum annual revenue guarantee of One Million Seven Hundred Thousand Dollars and No Cents (\$1,700,000.00) per year for five (5) years.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Agreement will not become binding on the City and the City will incur no obligation nor liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to Signature Flight.

Term Sheet for Signature Flight Support Corporation Fixed Base Operator (FBO)

Following are proposed terms for a Lease Agreement between the City of Atlanta (City) and Signature Flight Support for a Fixed Base Operator to handle corporate and general aviation activity at Hartsfield-Jackson Atlanta International Airport. Each party acknowledges that the term sheet is not intended to create or constitute any legally binding obligation between the City and Signature Flight Support and neither the City nor Signature Flight Support will have any liability to the other with respect to this term sheet. Should one or more fully integrated, definitive written agreements be duly executed by the parties (the "Definitive Agreements"), the parties' rights and obligations with respect to the matters described in the term sheet shall be governed by the Definitive Agreements without reference to the term sheet. If the Definitive Agreements are not prepared, authorized, executed or delivered for any reason, neither the City nor Signature Flight Support will have any liability to the other based upon, arising from, or relating to the term sheet.

Proposed Lessee: Signature Flight Support Corporation

201 South Orange Avenue, Suite 1100S

Orlando, FL 32801

Authorized Contact: Stephen W. Lee

(407) 648-7386

State of Incorporation: Florida

Lease Term:

The term of the Agreement shall commence on the first day of the month following the month in which the Agreement is executed by the Mayor of the City of Atlanta, and will continue thereafter for a period of five (5) years. The City shall have, at its sole discretion, the right to extend the term of the Lease Agreement for three (3) consecutive five-year renewal terms.

Use of Premises:

The Leased Premises shall be used by Signature Flight Support only for the following specific uses and purposes that are a part of or incidental to the operation of its business of operating as a limited services Fixed Base Operator:

1) Performed Services includes:

- a. Offering aircraft arrival and parking guidance
- b. Aircraft fueling with both Jet A and 100 Low Lead Avgas
- c. Sale and servicing of aircraft lubricants
- d. Providing compressed air and oxygen services
- e. Towing of aircraft
- f. Ground power services
- g. Battery recharging
- h. Aircraft lavatory services
- i. Monitoring and provision of Unicom and /or AIRINC radio services
- j. Providing in-flight catering service
- k. Aircraft cleaning and deicing services
- 1. Providing weather information services

2) General aviation and corporate customer service includes:

- a. Transport passengers, crews and baggage to/from the aircraft to/from the FBO terminal;
- b. Transport passengers, crews and baggage to/from the Airport's main passenger terminal to/from the FBO terminal;
- c. Provide passenger lounges, restrooms, conference room(s) and work areas;
- d. Arrange flight management or charter services for corporate aviation;
- e. Handle special groups such as sports teams and charters;
- f. Handle VIP's and special events;
- g. Make available well-stocked vending machines;
- h. Provide pilot/aeronautical supplies;
- i. Provide message services; and
- j. Offer information on regional lodging and transportation
- 3) Repair and maintain the premises, including but not limited to the Structures, at Signature Flight Support's expense;
- 4) Provide service twenty-four (24) hour per day, seven (7) days per week, 365 days per year, including holidays.
- 5) Clean, maintain and remove debris from the aircraft apron area;
- 6) Remove snow from leased areas;

- 7) Offer overnight check clearing handling services;
- 8) Secure access to aircraft apron areas in accordance with FAA and City regulation;
- 9) Coordinate use of helipad (The helipad is <u>not</u> part of the FBO leasehold);
- 10) Collect and remit landing fees by users of the FBO and any other applicable fees to the City monthly;
- 11) Provide Reports of the operation and business activity on a monthly basis, including:
 - Volume of general aviation and jet fuel sold: both gallons and dollar amounts
 - Total Gross Revenue collected for all activity
 - Landing Fees collected together with list of aircraft registration (tail) numbers
- 12) Provide customer service and security training to staff; and
- 13) Maintain and publish pricing schedules.

Any revenue received from the use of the Leased Premises in violation of the above permitted uses shall inure immediately and completely to the City.

Prohibited Uses: The Lessee may not use the premises for any purpose not specifically stated above, and in particular may not use the premises at any time for any purpose that is connected with or incidental to the carriage by aircraft of persons, property, or mail on scheduled or nonscheduled flights, whether as common carrier, contract carrier, private carrier or otherwise, without the expressed written consent in advance of the Aviation General Manager.

Leased Premises: The Leased Premises shall consist of two non-contiguous parcels of land and various facilities and improvements constructed and situated thereon as follows:

Land: Approximately 11.4345 acres of land situated on the North side of the Airport between and proximate to Hartsfield Drive, Woolman Place and the Non-Licensed Vehicle Road and more particularly described as follows:

FBO Terminal Building Site: Consisting of approximately 11.0245 acres of land upon which the FBO Terminal Building, Freight Building, automobile parking and aircraft apron area is situated.

Fuel Farm and GSE Lease Site: consisting of approximately .41 acres of land upon which the existing fuel storage facilities and a Ground Service Equipment Facility are situated.

Facilities and Improvements:

- a. The FBO Terminal Building (4,680 square feet)
- b. The Freight Building (3,125 square feet)
- c. The Ground Service Equipment (GSE) Facility (2,400 square feet)

Leased Premises Conditions:

Signature Flight Support has made itself fully aware of the existing Leased Premises conditions and accepts the Leased Premises as-is, including any existing environmental conditions. Signature Flight Support shall be responsible for complying with all environmental laws, regulations, and rules. Signature Flight Support shall be responsible for the remediation of any environmental contamination arising from their tenancy of the Site.

Hazardous Materials:

Except in strict compliance with all applicable Environmental Laws (as defined herein) and any other requirements, Lessee shall not allow the entrance of Hazardous Materials, as defined below, from the Leased Premises into the sewage and stormwater drainage system serving the Airport. Other than those materials necessary for the operation of an air cargo facility, Lessee shall not cause or permit any Hazardous Materials to be placed, held, stored, processed, treated, released or disposed of on or at the Leased Premises. Lessee hereby indemnifies the City from and against any breach by Lessee of the obligations stated in the preceding sentences, and agrees to defend and hold the City harmless from and against any and all loss, damage, cost and/or expenses (including, without limitation, fines assessed against the Lessee, the City or others for whom the City may be responsible, diminution in value of the Airport, damages for the loss or restriction on use of rentable or usable space or of any amenity on the Airport, damages arising from any adverse impact on leasing of space on the Airport, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Term (as defined in Section 3 herein) as a result of such breach. This indemnification of the City by the Lessee also includes, without limitation, costs incurred in connection with any investigation of the site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Airport which results from such a breach. Without limiting the foregoing, if the presence of any Hazardous Material on the Airport caused or permitted by the Lessee results in any contamination of the Airport, the Lessee shall promptly take all actions at its sole expense as are necessary to return the Airport to the condition existing prior to the introduction of such Hazardous Material to the Airport; provided that the City's approval of such actions, and the contractors to be used by the Lessee in connection therewith, shall first be obtained.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority or the

United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (a) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under any laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (b) designated as a "hazardous substance" pursuant to Section 311 of the Federal water Pollution Control Act (33 U.S.C. § 1317), or (c) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6911 et seq. (42 U.S.C. § 903), or (d) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

As used herein, the term "Environmental Laws" shall mean all federal, state and local statutes, laws, codes, rules, regulations, ordinances, orders, standards, permits, licenses or requirements (including consent decrees, judicial decisions and administrative orders), currently in force, as amended or re-authorized, pertaining to the protection, preservation, conservation, or regulation of the environment, or imposing requirements relating to public or employee health and safety, including, without limitation, the FWPCA, RCRA, CERCLA, the Emergency Planning and Community Right to Know Act, 42 U.S.C. sec. 11001 et. seq., the Clean Air Act, 42 U.S.C. sec. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. sec. 300F et seq., and the Occupational Safety and Health Act, 29 U.S.C. sec. 651 et seq., each as amended or re-authorized.

The City and its employees, representatives and agents shall have access to the Leased Premises during reasonable hours and upon reasonable notice to the Lessee in order to conduct periodic environmental inspections and tests of Hazardous Material contamination on or at the Leased Premises. Such periodic environmental inspections shall not be performed in a manner which will disrupt the operations of the Lessee.

Proposed Facilities Improvements:

Certain land and facilities improvements shall be constructed and performed by Signature Flight Support at its sole cost and expense, subject to prior approval of plans and specifications by the Aviation General Manager. All such improvements to the land and facilities of a permanent nature shall inure to the City upon installation and acceptance by the City. The minimum acceptable cost of such improvements to the land and improvements shall be in an amount equal to \$1,300,000.00.

The minimum land and facilities improvements to be constructed and performed are:

- 1) Replacement of roof on the FBO Terminal Building;
- 2) Update the FBO Terminal Building's existing HVAC;
- 3) Painting of all facilities;
- 4) The installation of an awning system on the FBO Terminal Building;

- 5) Landscaping improvements within the automobile parking areas and around the FOB Terminal Building;
- 6) Parking lot and main entrance repair, sealing and overlay as required and striping of the finished lot surface

Within sixty (60) days following execution of the Lease Agreement, Signature Flight Support shall provide architectural and engineering schematic drawings and an itemized budget for the proposed improvements to the Aviation General Manager for approval. Within 120 days following Lease Agreement execution, Signature Flight Support shall commence the approved improvements and shall continue with all due diligence to complete the improvements within 60 days following construction commencement.

Signature Flight Support must document the costs of the improvements in a form and detail satisfactory to the Aviation General Manager and submit same within thirty (30) calendar days following completion of the work for review and approval, for the purpose of establishing the value of the improvements and depreciation basis.

Rentals and Fees:

Commencing on the date of lease execution, Signature Flight Support shall pay the following rentals and fees, which are payable monthly in advance without demand, subject to a late payment charge in the amount of 18% per annum. A security bond or an irrevocable letter of credit shall be posted to guarantee payments in the amount of \$830,358 equal to twelve (12) months rentals.

1) Land Rent:

Signature Flight Support shall pay a land rental for approximately 498,087 SF at a rate of \$0 .95/SF totaling \$473,183 per annum, which amount shall increase every five (5) years at the rate of increase of the CPI over the previous five years, or 4% per annum compounded annually in each instance during the applicable five (5) year period, whichever is less.

2) Facilities Rental:

Signature Flight Support shall pay a facilities rental for approximately 10,205 SF at a rate of \$35/SF totaling \$357,175, which amount shall increase every five (5) years at the rate of increase of the CPI over the previous five years, or 4% per annum compounded annually in each instance during the applicable five (5) year period, whichever is less.

3) Gross Receipts Fee:

Minimum Annual Guarantee. The Minimum Annual Guarantee is \$1,700,000.00 annually.

Percentage Rent. The Percentage Rent is 13.27% of the Gross Receipts determined on a monthly basis. Rent to be paid each month under the Agreement will be the higher of one twelfth (1/12) of the Minimum Annual Guarantee or Percentage Rent.

Rent will be paid monthly in advance, beginning on the Commencement Date. Signature Flight Support will pay one-twelfth of the Minimum Annual Guarantee on the first day of each month and by the fifteenth day of the month; Signature Flight Support will submit a report in a form provided by the Department of Aviation of gross revenue received and transactions completed during the previous month along with a calculation of rent to be paid and a check for any additional rent owing for the previous month. A weekly Gross Receipts report will also be required for the term of the agreement in a form provided by the CITY.

Minimum Annual Guarantee Rental paid after the tenth of the month and Percentage Rent paid after the twenty-fifth day of the following month will be deemed a late payment.

Rights of Termination:

The City may terminate the Agreement for convenience, without cause, at any time during the term, or any extension thereof, by giving thirty (30) days written notice of its election to do so and by specifying the effective date of the termination. In the event the City terminates for convenience during the first five years of the initial term, the City shall pay Signature Flight Support the residual value of the approved improvement amortized on a five-year straight-line basis commencing on the first day of service and ending on the last day of the initial five (5) year term.

Limitations on Assignment, Transfer, and Subletting:

Signature Flight Support shall not assign or transfer the lease agreement without the prior written consent of the City. Signature Flight Support shall not sublease the lease premises, or any portion thereof, without the prior written consent of the City.

Responsibility for Maintenance of the Leased Premises

Signature Flight Support shall, throughout the term of the Lease Agreement, and at no expense to the City, be responsible for the performance of maintenance and repairs of the Leased Premises, keeping and maintaining said Leased Premises, and all improvements, landscaping, fixtures, and equipment, which may now or hereafter exist thereon, in good, sanitary order and repair, and in good safe, and presentable condition, consistent with the highest form of business practices.

Inspection of Premises Prior to Expiration of the Term:

The Aviation General Manager or his designee and a representative of Signature Flight Support prior to the expiration of the Term shall make a walk through inspection of the premises hereof, for the purpose of noting deficiencies in the maintenance of the Leased Premises. Signature Flight Support shall correct any and all deficiencies.

Cross Default Provision:

In the event that Lessee shall default on the terms and conditions of this or any other agreement with the City, and such other agreement is terminated for cause, then this agreement shall co-terminate with such agreement without recourse.

Indemnification:

- Releases and Indemnification. It is an express condition of this Lease that Lessee hereby (A) releases and shall indemnify, defend and hold harmless the City, its elected officials, officers, agents, employees, successors, assigns, and its authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or in equity, and expenses of whatsoever kind or nature, including without limitation those arising out of injury to or death of Lessee's employees, and in any manner, directly or indirectly, caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part by reason of any act, omission, fault or negligence, whether active or passive, of Lessee, its employees, its contractors, its agents, its lower-tier suppliers, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Lease. Lessee's release, indemnity and hold harmless obligations shall include, but not be limited to, any death, injury, or damage to any person or persons or damage or destruction of Lessee, its employees, agents, or persons, caused by the act or omission of any third persons (including trespassers entering the Airport through the Leased Premises) while on or about the Leased Premises during the term of this Lease.
- (B) Negligence and Waiver. Lessee's aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the City to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the City. Lessee specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute. Lessee further agrees that this agreement to indemnify and hold the City harmless shall not be limited to the limits or terms of the liability insurance required under this

Lease. This Subsection 13.01(A) and Subsection 13.01 (B) shall survive any termination or expiration of this Lease.

Insurance:

- (A) Any and all companies providing insurance required pursuant to this Lease shall meet certain financial security requirements as set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key rating Guide-Property-Casualty. The rating for each such company must be indicated on the Certificate of Insurance form. Each of the companies providing insurance pursuant to this Lease must have the following:
 - (1) Best's Rating not less than "A"; and
 - (2) Best's Financial Size Category not less than Class IX and authorization issued by the Insurance Commissioner, State of Georgia, to conduct, transact and enter into insurance contracts.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, and written notification shall be mailed by the City to Lessee, who shall promptly obtain a new policy issued by an insurer acceptable to the City, and shall submit evidence of the same to the City's Aviation General Manager as required herein.

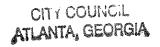
- (B) Upon Lessee's failure to furnish, deliver and maintain such insurance as herein provided, Lessee shall be in default of this Lease and, in addition to City's other remedies, this Lease, at the election of City, may be terminated. Failure of Lessee to obtain and/or to maintain any required insurance shall not relieve Lessee from any liability pursuant to this Lease nor shall these requirements be construed to conflict with Lessee's indemnification obligations.
- (C) Any and all insurance required pursuant to this Lease shall be maintained during the entire Term. The City has the right to inquire into the adequacy of the insurance coverages set forth in this Lease and to require adjustments as necessary.
- (D) The City shall, without exception, be given not less than fifteen (15) days' notice prior to cancellation, for other than non-payment of premium or for material change of any insurance required by this Lease. Non-payment of premium or material change of insurance shall require 10 days' notice of cancellation. Confirmation of this mandatory 15 days' notice of cancellation shall appear on the Certificate of Insurance and on any and all insurance policies required pursuant to this Lease.
- (E) The City shall be covered as an Additional Insured, to the extent of the indemnity obligations hereunder, under Lessee's commercial general liability policy required pursuant to this Lease and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the Certificates of Insurance, and on any and all applicable insurance policy endorsements.

(F) The required minimum insurance amounts to be maintained hereunder with respect to the coverages specified below are as follows:

Workers Compensation	Statutory
Automobile Liability	\$10 Million per occurrence
Commercial General Liability Bodily Injury and Property Damage	\$15 Million combined single minimum

The following specific extensions of coverage shall be provided and indicated on the Certificates of Insurance with respect to such insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance (Blanket or specific to this Lease)
- (3) Personal Injury
- (4) Broad form Property Damage
- (5) Premises-Operations
- (6) Vehicle Liability
- (G) The required minimum insurance amount to be maintained with respect to "Bodily Injury and Property Damage" coverage is \$15 Million each policy and the following specific extensions of coverage shall be provided and indicated on the Certificate of Insurance:
 - (1) Comprehensive Form
 - (2) Owned, hired, leased and non-owned vehicles to be covered
 - (3) Specific liability for vehicles operated on the Airfield



A RESOLUTION BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH SIGNATURE FLIGHT SUPPORT SERVICES, INC. FOR FC-6005007899, FIXED BASED OPERATOR SERVICES, AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, ON BEHALF OF THE DEPARTMENT OF AVIATION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") did advertise for FC-6005007899, Fixed Base Operator Services, for servicing general aviation and corporate aircraft at the Hartsfield-Jackson Atlanta International Airport ("Airport"); and

WHEREAS, the Department of Aviation is in need of a fixed base operator ("FBO") to provide services related to general aviation and corporate aircraft, including operating and maintaining four (4) existing FBO buildings, providing aircraft fueling and small freight operations; and

WHEREAS, the Aviation General Manager and the Chief Procurement Officer recommend that the Agreement FC-6005007899, Fixed Base Operator, be awarded to Signature Flight Support Services, Inc. ("Signature Flight"); and

WHEREAS, Signature Flight agrees to handle all general aviation traffic and services at the Airport with a minimum annual revenue guarantee (MAG) of One Million Seven Hundred Thousand Dollars and No Cents (\$1,700,000.00) per year for five (5) years.

WHEREAS, the base term of the contract is five (5) years with three (3), five (5) year renewal options at the sole discretion of the City.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute a Lease Agreement with Signature Flight Support Services, Inc. ("Signature Flight"), for FC-6005007899, for Fixed Base Operator, at Hartsfield-Jackson Atlanta International Airport.

BE IT FURTHER RESOLVED, that the base term of the agreement will be for five (5) years with three (3), five (5) year renewal options at the sole discretion of the City.

BE IT FURTHER RESOLVED, that Signature Flight agrees to provide a minimum annual revenue guarantee of One Million Seven Hundred Thousand Dollars and No Cents (\$1,700,000.00) per year for five (5) years.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Agreement will not become binding on the City and the City will incur no obligation nor liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to Signature Flight.



P. Keller C. Chavis

> Shirley Franklin Mayor

Benjamin R. DeCosta Aviation General Manager

March 30, 2006

TO:

Adam L. Smith, Chief Procurement Officer

Department of Procurement

FROM:

Benjamin R. DeCosta, Aviation General Managery

Department of Aviation

SUBJECT:

FC-6005007899 - Fixed Base Operator (FBO) RFP

Upon completion of our evaluation of subject proposals, the Department of Aviation (DOA) is recommending award of the Contract to Signature Flight Support.

We are requesting that legislation be submitted by the Department of Procurement (DOP) for the May 1, 2006 Council Meeting.

If additional information is required, please contact Philip Keller at 404-209-3175, ext. 151.

xc:

M. Diaz

M. Eady

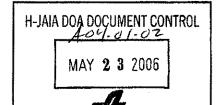
J. Slade

M. Welsh

L. Manigault

G. Geeter

File





FC-6005007899, FIXED BASE OPERATOR

^{*}The combination of written evaluation



A TLA NTA CITY

Shirley Franklin MAYOR

OFFICE OF CONTRACT COMPLIANCE 55 TRINITY AVENUE, S.W., SUITE 1700 ATLANTA, GEORGIA 30335 OFFICE (404) 330 - 6010 FAX (404) 658-7359

MEMORANDUM

TO:

Adam L. Smith, Chief Procurement Officer

Department of Procurement

FROM: Hubert Owens

Office of Contract Compliance

DATE: July 26, 2005

RE:

Recommendation for FC# 6005007899 - Fixed Based Operator (RFP)

The Office of Contract Compliance has evaluated the proposal for Disadvantaged Business Enterprise (DBE) participation. There were five proponents. For your information, the following proponents have committed to utilizing DBEs as indicated below:

American Airports Corporation	on of America	(15pts)
Boston Laser Technology	DBE	0.40%
Professional Touch Cleaning Sy	cs. DBE	0.60%
Windsor Worldwide Inc.	DBE	0.40%
The Fuel Desk, LLC	DBE	<u>75.00%</u>
Participation Total		76.40%
Participation Fotal		
Trajen Inc.		(15pts)
Tastefully Yours	DBE	4.20%
CleanUp, Inc.	DBE	2.30%
Vendstream Corp.	DBE	1.50%
Freeman Forms & Supplies	DBE	2.80%
H & R Commercial Flooring	DBE	0.50%
	DBE	0.40%
Brown's Roofing Svc., Inc. Bardi Heating & Air	DBE	1.40%

Project # 6005007899 page 2

Edward's Painting	DBE	0.30% 0.40%
Integrity Transportation Svcs.	DBE	
PS Energy Group	DBE	4.20%
Participation Total		18.00%
Woolsey Aviation d/b/a Mill	ion Air Houston	(0pts)
No Participation Submitted		0.00%
(Non- Responsive)		
(140H- Responsive)		
SheltAir Aviation, Inc.		(15pts)
JD Jones Co.	DBE	0.07%
Swing Construction	DBE	2.70%
Golden Associates	DBE	3.00%
Integrity Transportation	DBE	6.00%
Dust Away	DBE	1.20%
Brown Office Systems	DBE	0.09%
Defender Security & Comm	Co. DBE	0.02%
Dot's Delights	DBE	7.00%
Participation Total		20.08%
•		24 = 1 \$
Signature Flight Support		(15pts)
Metro Petroleum, Inc.	DBE	44.60%
National Concessions Mgt	DBE	1.00%
J.B. Landscape	DBE	0.25%
TNT professional Cleaning	Svcs. DBE	0.20%
Participation Total		45.81%
Piedmont Hwathone Hold	ings. Inc.	(15pts)
Metro Contract Services	DBE	5.40%
Roofing Plus, Inc.	DBE	14.40%
M. Watson Enterprises	DBE	1.40%
A Blessing Assessories	DBE	1.10%
Alpha Contract Service	DBE	1.10%
Solo Vending	DBE	1.10%
		24.50%
Participation Total		

Cutter-Atl, LLC		(15pts)
Metro Petroleum, Inc.		47.03%
		12.06%
3T Unlimited, Inc.	<u>~</u>	59.09%
Participation Total		57.07 70
		(15pts)
Mercury Air Centers, Inc.	ייייי	29.64%
Metro Petroleum, Inc.	DBE	
Freeman Forms & Supplies	AABE	0.15%
Omni Power Clean, Inc.	AABE	0.14%
One Stop Environmental, LLC	MBE	1.06%
Tasefully Yours Catering	MBE	1.68%
Participation Total		29.64%
Total Airport Services, Inc.		(15pts)
TAS Enterprises	DBE	24.00%
Total Participation		24.00%

If you have questions, please contact me at (404) 330-6010 or Larry Scott at (404) 330-6016.

cc: File

Les Page, DOP Clarissa Brome, DOP

DATE: JUNE 24, 2005

TOTAL # OF PROPONENTS SUBMITTING PROPOSALS - 9

	TOTAL AIRPORT SERVICES
	MERCURY AIR CENTERS, INC.
	CUTTER ATLANTA, LLC
	PIEDMONT HAWTHORNE AVIATION, LLC
	SIGNATURE FLIGHT SUPPORT, INC.
	SHELTAIR AVIATION, INC.
	MILLIONAIRE
	TRAJEN FLIGHT SUPPORT, L. P.
	AMERICAN AIRPORTS CORPORTION OF AMERICA
	PROPONENT'S NAME

LEGISLATIVE WHITE PAPER

FC 6005007899, FIXED BASE OPERATOR AT H-JAIA

Caption: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE

A LEASE AGREEMENT WITH SIGNATURE FLIGHT SUPPORT SERVICES, INC. FOR FC-6005007899, FIXED BASED OPERATOR SERVICES, AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, ON BEHALF OF THE DEPARTMENT OF AVIATION; AND FOR OTHER

PURPOSES.

Council Meeting Date October 2, 2006

Legislation Title

Requesting Dept. Aviation

Contract Type Professional Service

Source Selection Request for Proposal

Bids/Proposals Due June 24, 2005

Invitations Issued 85

Bids/Proposals Received 9

Bidders/Proponents Signature Flight Support

(Stephen W. Lee, Senior Vice President and

Chief Financial Officer) Trajen Flight Support, L. P.

Millionaire

Sheltair Aviation, Inc.

Piedmont Hawthorne Aviation, LLC

Cutter Atlanta, LLC Mercury air Centers, Inc. Total Airport Services

Justification Statement The City's Department of Aviation provides a premises

lease for corporate and general aviation services at Hartsfield-Jackson Atlanta International Airport without

cost or expense to the City.

Background The Airport is the busiest passenger service airport in the

world, serving major international and national markets.

The leased premises will be responsible for repairing and maintain the Premises, including but not limited to the Structures. Aircraft handling and servicing, general aviation and corporate customer service, coordinate use of helipad, collect and remit landing fees and any other applicable fees to the City monthly, report general aviation and fuel activity monthly, provide staff security training and maintain and publish pricing schedules.

Fund Account Center

Source of Funds N/A Revenue Generating

Fiscal Impact \$1,700,000.00 per year for five (5) years

Term of Contract Five (5) years with three (3) five-year renewal options at

the City's Sole discretion.

Method of Cost Recovery

<u>Approvals</u>

Prepared By Carolyn Chavis

Contact Number X6099

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE	ATTN: GREG PRIDGEON
Legislative Counsel (Signature):_Megan S. Middleton	Neger SMiddlet
Contact Number: 6207	
Originating Department: _Aviation	· Apper
Committee(s) of Purview:Transportation	
Council Deadline:_September 11, 2006	
Committee Meeting Date(s): Sept. 27, 2006 Full Coun	cil Date: Oct. 02, 2006
Commissioner Signature Mau Lia	<u></u>
CAPTION	
A RESOLUTION AUTHORIZING THE MAYOR AGREEMENT WITH SIGNATURE FLIGHT SUPPORTS. FC-6005007899, FIXED BASED OPERATOR SERVI JACKSON ATLANTA INTERNATIONAL AIRPORT DEPARTMENT OF AVIATION; AND FOR OTHER IS	ORT SERVICES, INC. FOR VICES, AT HARTSFIELD- T, ON BEHALF OF THE
FINANCIAL IMPACT (if any) \$1,700.00.00 per year	for 5 years
Mayor's Staff Only	
Received by Mayor's Office: 9. (3.06 Review (date)	wed by:
Submitted to Council: (date)	